

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DANIELLE KROLL,</b>	:	
<b>Plaintiff</b>	:	<b>CIVIL ACTION</b>
<b>v.</b>	:	
	:	<b>No. _____</b>
<b>LIBERTY LIFE ASSURANCE</b>	:	
<b>COMPANY OF BOSTON t/a</b>	:	
<b>LIBERTY MUTUAL,</b>	:	
<b>Defendant</b>	:	<b>JURY TRIAL DEMANDED</b>

**COMPLAINT**

1. The Plaintiff, Danielle Kroll, is an adult individual residing at 3241 Water Street, Whitehall, PA 18052.

2. The Defendant, Liberty Life Assurance Company of Boston t/a Liberty Mutual, is a business corporation believed to be organized under the laws of the Commonwealth of Pennsylvania with offices located at P.O. Box 7213, London, Kentucky, 40742-7213.

**JURISDICTION**

3. This Honorable Court has jurisdiction over this instant matter pursuant to ERISA, 29 U.S.C. §1001 et seq. and particularly §§502(a) of the Act (29 U.S.C. §1132(a) and pursuant to 29 U.S.C. §1132(e).

**FACTS**

4. From February 15, 1988 to November 26, 2010, the Plaintiff was employed by True Value Company, Allentown, Lehigh County, Pennsylvania, at all relevant times.

5. The Plaintiff went out on Medical Leave and FMLA, running concurrently, on June 21, 2010.

6. At the time of her employment, the Plaintiff was covered by a Short Term Disability Policy issued and/or administered by the Defendant, Liberty Mutual.

7. The contract encompassing the Short Term Disability Benefits Policy is not in the possession of Plaintiff, but rather in the possession of Defendant Liberty Mutual.

8. On July 1, 2010, Plaintiff applied for benefits under the Short Term Disability Benefits Policy administered by Defendant Liberty Mutual.

9. Plaintiff was given a Claim Number of 2824264 pursuant to her application for benefits under the Policy.

10. At all relevant times after June 21, 2010, Plaintiff was disabled according to the Policy, in that she was suffering from Major Depressive, Anxiety and Unspecified Personality Disorders.

11. Plaintiff's mental and physical condition rendered her "totally disabled" at all relevant times after June 21, 2010 as that term is used in her disability insurance policy.

12. Defendant Liberty Mutual is contractually obligated to allow Plaintiff benefits under the Policy.

13. At all times on and after June 21, 2010, Plaintiff was totally disabled and therefore contractually entitled to disability benefits under the Policy.

14. On August 16, 2010, Plaintiff received a letter from Defendant Liberty Mutual denying her application for benefits.

15. Such denial was absolutely improper, as Plaintiff was totally disabled under the terms of the Policy.

16. On September 8, 2010, Plaintiff, through her Attorney, requested a review of the denial of Short Term Disability Benefits accompanied by medical documentation from Dr. Larry Todd stating Plaintiff had Acute Anxiety Reaction, pain and elevated Blood Pressure diagnosing her with Anxiety and Depression and medical documentation from Dr. Suzanne L. Martin diagnosing Plaintiff with DSM Axis I diagnoses of Major Depressive Disorder, Recurrent, Moderate (296.32), Anxiety Disorder Not Otherwise Specified (300.00).

17. Despite her total disability, Defendant Liberty Mutual denied Plaintiff's application for benefits under the policy by letter from Liberty Mutual dated October 14, 2010.

18. Plaintiff was entitled to Short Term Disability Benefits under the Policy administered by Defendant Liberty Mutual, which Defendant Liberty Mutual failed to grant.

19. Plaintiff is entitled to damages for loss of the disability benefits, together with attorney fees as provided by ERISA.

WHEREFORE, Plaintiff demands that judgment be entered against Defendant, Liberty Life Assurance Company of Boston t/a Liberty Mutual and in favor of Plaintiff in an amount less than \$75,000.00, together with interest and costs and attorney fees under ERISA.

Respectfully Submitted,  
*The Orloski Law Firm*

/s/ RJO02737

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